Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT NOTIFICATION

****MANDATORY****

CONTRACT NUMBER:	1-07-89-115
DESCRIPTION:	Syrup, Maple
CONTRACTOR(S):	Adolph Foods, Inc.
CONTRACT TERM:	November 1, 2007 thru December 31, 2008
DISTRIBUTION LIST:	Statewide Institutions
STATE CONTRACT ADMINISTRATOR:	Will Lumsargis 916-375-4479 will.lumsargis@dgs.ca.gov

Adrian Farley, Deputy Director

Effective Date: **November 1, 2007**

Contract (Mandatory) 1-07-89-115
Contract Notification and User Guide

1. SCOPE

The State's contract with Adolph Foods, Inc. provides Syrup, Maple at contracted pricing to the State of California in accordance with the requirements of Contract # 1-07-89-115. The contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Syrup, Maple to the State.

The contract term is for one (14) months, and the State has the unilateral right to exercise options to extend the contract for one (1) additional one (1) year period or any portion thereof. Terms and conditions shall remain the same for the entire contract period including any extensions.

2. CONTRACT PRICING STRUCTURE

All pricing is listed on Attachment A, Contract Pricing.

All contract items are mandatory, there will be no exceptions.

3. CONTRACT USAGE/RULES

A. The use of this contract is mandatory for all State agencies.

B. Ordering State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contract Manual Volume 2 and 3, as applicable.

C. Prior to placing orders against this contract, State departments must have been granted purchasing authority by the Department of General Services, Procurement division (DGS/PD) for the use of the State's statewide contracts. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.

D. State departments are required to have a Department of General Services (DGS) agency billing code prior to using this contract. DGS agency billing codes may be obtained by contacting the DGS billing code contact and providing the following:
- State Department Name
- Contact name
- Telephone number
- Mailing address
- Facsimile number and e-mail address

Email the required information to the following DGS billing code contacts:

- Marilyn.ebert@dgs.ca.gov and
- Wilson.lee@dgs.ca.gov

4. DGS ADMINISTRATIVE FEES

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. (You may click on "DGS Price Book" at: http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm for current fees.)

5. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

State Contract Administrator:	Will Lumsargis
Address:	DGS/Procurement Division 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605
Telephone:	(916) 375-4479
Facsimile:	(916) 375-4439
E-Mail:	will.lumsargis@dgs.ca.gov
Contract Administrator:	Chris Adolph
Address:	Adolph Foods, Inc. 2339 Kern St., #310 Fresno, CA 93721
Telephone:	(559) 237-7056
Facsimile:	(559) 237-7058
E-Mail:	chris@adolphfoods.com

6. PROBLEM RESOLUTION

The first step in problem resolution is to call the contractor(s) directly. Ordering agencies with unresolved issues after five (5) working days should notify the State's contract administrator for resolution. Agency must submit a completed Contractor Performance Report to the contract administrator within 5 days.

7. PURCHASE EXECUTION

A. State departments must use the Purchasing Authority Purchase Order (Std. 65). An electronic version of the Std. 65 is available at the Office of State Publishing web site: http://www.dgs.ca.gov/osp (select Standard Forms).

B. All State agencies will submit executed purchase order(s) documents to:

DGS/Procurement Division (IMS# Z-1)
Attn: Data Entry Unit, Second Floor, MS 203
707 Third Street, 2nd Floor North
West Sacramento, CA 95605-2811

8. ORDERING PROCEDURE:

State departments must submit a Purchasing Authority Purchase Order (Std. 65) directly to the contractor. Agency billing code numbers are required for placement of *all* orders.

There are three ordering methods available on this contract:

- U.S. Mail
- Facsimile
- Email

When using any of the three ordering methods, all State departments must conform to proper State procedures.

Contractor Ordering Information
The ordering information for each contractor is listed in #5, Contract Administrator section above.

The contractor must receive agency Purchasing Authority Purchase Order (STD 65) and the delivery schedule 15 days prior to the requested first date of the delivery schedule. The Contractor will then confirm with the Institution its' desired delivery schedule. All deliveries are to be made according to the requested delivery schedule or preferred one-time delivery.

The contractor shall reject Agency's Purchasing Authority Purchase Order (STD 65), which fails to comply with the terms of the above paragraph.

Such rejected Purchasing Authority Purchase Order (STD 65) may be re-submitted for delivery the following month.

Orders can be submitted up to the final day of expiration; however, your company will still be responsible for the deliveries on this contract up to thirty (30) days past the expiration date of the contract.

9. ORDER LIMITS

The Minimum Ordering Quantity (MOQ) is 5 cases or 10 pails per delivery. No changes/deviations of the MOQ will be accepted for this contract. Orders for less than the minimum order shall be considered non-contract and may be purchased from other sources.

10. ORDER ACKNOWLEDGEMENT

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Purchase Order Number
- Total Cost
- Delivery Date

11. DELIVERY INSTRUCTIONS

It shall be the contractor's responsibility to obtain proper clearance for delivery drivers prior to any and all deliveries throughout the California State Prison system. The contractor must contact the individual agency for specific clearance procedures, as these procedures may vary from facility to facility.

12. DELIVERY TIMELINES

This contract will be separate from any other contract. Deliveries required from this contract shall NOT be withheld due to the unavailability of goods for delivery under any other contract. Failure to deliver goods in strict conformance with the terms and conditions of this contract will incur default action as provided for under Section 26 of the General Provisions. This includes timeliness of deliveries and quality levels of items received.

NOTE: Holding orders for full truckloads is not acceptable. If your company is found doing so, without authorization from the institution(s) being delivered to, your company can be found in default of the contract.

13. CONTRACTOR REPORTING REQUIREMENTS

The supplier is required to submit a detailed usage report every three (3) months commencing from October 1, 2007 to the Procurement Division, Food Acquisitions Unit. This report is to include total quantities per item number, the total dollar amount ordered of each item and a grand total for the three (3) months for all orders issued by the using agencies. Invoice copies or list of purchase orders will not fulfill this requirement.

14. FREIGHT ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. EMERGENCY/EXPEDITED ORDERS

If there is an emergency order, the contractor has the right to accept shorter delivery times, which will be subject to LESS-THAN-TRUCKLOAD (LTL) freight rates.

Contractor shall notify the ordering agency upon receipt of the order that such higher freight rates are forthcoming. Such notification shall be by telephone and confirmed in writing within 24 hours of receipt of any late order against this contract.

In addition to normal delivery schedules in all other California counties, the contractor is requested to make deliveries, during off-peak hours, only in these areas: Los Angeles County, Orange County, San Bernardino-Metropolitan area, and the San Diego-Metroplitan area. Off peak hours are 10:00 am to 4:00 pm.

16. SHIPPED ORDERS

Unless otherwise specified, preservation, packaging and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions, handling, etc., shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the contractor to the receiving activity for storage. Packaging shall be in compliance with National Motor freight Classification and Uniform Freight Classification (please reference www.nmfta.org for information) (issue in effect at time of shipment).

Foil, Mylar and any material that may present a security or safety risk are not acceptable packaging materials.

Each shipping case or shipping unit shall clearly indicate the manufacturer or contractor, a complete description including size and quantity, manufacturer's product code number (if applicable) and net weight.

All shipments must comply with General Provisions; Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf.

17. PALLETIZATION

All pallets employed in the delivery of goods shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the institutions than delivering at time of delivery.

18. QUALITY ASSURANCE

All products ordered shall be delivered under acceptable standard sanitary conditions and must be in the correct quantity and free of damage.

The contractor shall provide recall notification, regardless of level, in writing to the State and each institution through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions. The contractor shall issue replacement of product or credit for any product removed or recalled. Each facility shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

16. INVOICING REQUIREMENTS

Ordering Agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- State's contract number
- Agency purchase order number
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

The contractor shall render invoices as instructed on individual orders. Invoices shall include the order number, the contract number, the item number, the description, the unit price, the extension, and the terms for payment.

19. SPECIFICATIONS

The offered products must be in accordance with the attached bid specification 8925-07BS-002 dated August 17, 2007.

All items furnished shall be latest pack on date of shipment and shall be first quality when grade is not specified.

20. PRESERVATION, PACKAGING, AND PACKING

Unless otherwise specified, preservation, packaging and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions, handling, etc., shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the Contractor to the receiving activity for storage. Shipping containers shall be in compliance with National Motor freight Classification and Uniform Freight Classification (issue in effect at time of shipment).

Foil, Mylar and any material that may present a security or safety risk are not acceptable packaging materials.

21. PAYMENT

Payment terms for this contract are as follows:

Contractor	Terms
Adolph Foods, Inc.	½ %, 10 days

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 etc. seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than thirty (30) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

22. PRICES

Prices will be firm fixed for the duration of the contract.

23. 30-DAY TERMINATION

The State may terminate this contract for convenience upon thirty (30) days written notice. Upon termination or other expiration of this contract, each party will assist the other party in an orderly termination of the contract, as to facilitate the orderly, non-disrupted business continuation of each party.

24. QUANTITY

Quantities shown for each line item are estimated and are the anticipated purchasing pattern. Actual purchases may vary from this pattern. The State will not be obligated to purchase contractors' excess inventory of any line item if actual purchases vary from the anticipated purchasing pattern. The State may purchase these items from other than the Contractor in the event of an emergency.

25. CONTRACT DOLLAR VALUE

If the contract dollar value plus 40% is expended before the expiration date, the contractor shall notify the contract administrator. Such notification shall be in writing, submitted as soon as the contractor becomes aware of the overage, and include a statement of intention to either continue or terminate the contract. The contractor may continue to accept orders until the State returns a written decision of the disposition of the contract. The contract may be terminated by either party or, by mutual agreement, be allowed to continue until the expiration date or such other date mutually agreed upon. The Contractor shall refuse to accept any orders after a date set for termination, and the state may declaim liability for any purchases made after such date.

The total dollar value of this contract is subject to a variance. If the expiration date occurs before the contract dollar value less than 20% is expended, the contract will be extended, with the Contractor's agreement, until the minimum dollar value is reached.

The State shall be excused from purchasing the minimum contract quantities to the extent that such reduced requirements are caused by closure of State facilities, cancellation, or reduction of State programs or lack of appropriations.

26. MODIFICATION OF CONTRACT

Delivery sites may be added or deleted as deemed necessary by DGS' Procurement Division.

This contract may be modified in whole or in part upon mutual agreement of both parties. Such modifications shall be in writing, signed and dated by an authorized representative of each party.

27. EXTRAORDINARY EXTENSION OPTION

In the event of an extraordinary circumstance, the State may extend the contract for up to an additional year beyond the stated term and any noted extensions. Extensions during this period may occur in increments until the establishment of a new contract (not to exceed one (1) year). Exercise of this option may occur in the event that a replacement contract cannot be established due to the protest of an Intent to Award, or loss of key procurement staff, or extraordinary circumstance that would otherwise cause an unanticipated disruption in the contracting process. If necessary, prices may be increased during an extraordinary extension option period, to the extent that the price determined to be "fair and reasonable". Any requests for price increase(s) shall include substantiated information to support the proposed increase (e.g., manufacturers' price list, significant changed in published market indicators for the industry, certified raw material cost data, and any other substantiating information as requested by the State). In no event will price increases be accepted with retroactive effective dates.

In the event of a price increase, any purchase orders accepted by the Contractor before the issuance date of the increase must remain unchanged for up to thirty (30) days after the issuance of the increase. If a purchase order is submitted and accepted for a three (3) month order, the first thirty (30) days will be at the current contract price and the remaining days will be at the modified price of the contract.

28. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. Copies of the awardees Payee Data Records are on file. Should you need a copy, please contact the contract administrator for this contract.

The Federal Employee ID numbers are listed below:

Contractor Name	Federal Employee ID Number
Adolph Foods, Inc.	54-2122532

29. SMALL BUSINESS CERTIFICATION

The small business (SB) certifications and percentages for the contractors are listed below. Agencies can verify that the certifications are currenly valid at the following website: http://www.pd.dgs.ca.gov/smbus/default.htm.

Contractor Name	OSDS Certification #
Adolph Foods, Inc.	34872

30. AGENCY NOTE: DRUG-FREE WORKPLACE CERTIFICATION

The contractor certified under penalty of perjury under the laws of the State of California that the Contractor(s) will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the actions required of Government Code Section 8355(a), (b), and (c).

Based on the above, when ordering against this contract, using agencies are not required to have the Contractor(s) submit a Drug-Free Workplace Certificate.

31. FORCED, CONVICT, AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor. The contractor agrees to comply with this provision of the contract.

34. ATTACHMENTS

- Contract Pricing
- State Specification 8925-07BS-002 dated August 17, 2007.
- Nutritional Facts

Contract (Mandatory) 1-07-89-115
Cost Sheets

Item	Unit	Commodity #	Description	Price
(1)	PL	8925-920-0373-0	**Syrup, Maple Thick (5 GL Plastic Pail)**	**$ 22.50**
		Manufacturer:	Dean Distributors	
		Brand Offered:	Dean	
		Country of Orgin:	U.S.	
		Year Pack:	2007-2008	
(2)	CS	8925-920-0374-2	**Syrup, Maple Thick (4/1 GL)**	**$ 17.00**
		Manufacturer:	Dean Distributors	
		Brand Offered:	Dean	
		Country of Orgin:	U.S.	
		Year Pack:	2007-2008	

STATE OF CALIFORNIA

Bid Specification 8925-07BS-002

Maple Syrup, Imitation Thick Type IV

1.0 SCOPE

This bid specification establishes requirements for thick, imitation, type IV maple syrup packed in commercially acceptable containers suitable for use by State of California Institutions.

2.0 GENERAL REQUIREMENTS

2.1 The product shall comply with all applicable Federal & State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.

2.2 The product shall be prepared in accordance with the 21 CFR §110, Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.

2.3 The product shall comply with the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

3.0 REQUIREMENTS

3.1 The syrup shall be manufactured in accordance with the U.S. Standard of Identity for Table Syrup, 21 CFR § 168.180.

3.2 The syrup shall be heat processed (pasteurized). Hot fill or pasteurization in the container is acceptable.

3.3 The syrup shall possess a characteristic maple flavor and be colored to simulate the United States Standards for Grades of Table Maple Syrup, Grade A. The color shall not be lighter than light amber nor darker than medium amber, as represented by the color standards of the U.S. Department of Agriculture.

3.4 All ingredients and finished product shall be clean, sound, wholesome, & free from any foreign odors, flavors, or extraneous matter.

3.5 The syrup when tested in accordance with the methods from the Association of Analytical Communities (AOAC) International shall meet the following requirements:

IMITATION MAPLE SYRUP.	**TEST**	**A.O.A.C. METHOD**
Solids (Brix)	72% Min.	932.14C
ASH	---	900.02
Color	Visual Comparison	U.S. STD for Grading Section 52.5964

4.0 REFERENCE BRAND

Manufacturer	**Brand**
Lyons Magnus	Lyons

DEAN DISTRIBUTORS, INC.
MANUFACTURERS OF FOOD SPECIALTIES
LOS ANGELES PLANT: 2099 EAST 27TH STREET VERNON, CA 90058-3050

PRODUCT SPECIFICATION SHEET

PRODUCT: Table Syrup – Imitation Maple Flavor Hotcake and Waffle Syrup

SUPPLIER CODE: 1110

DESCRIPTION: Good quality syrup that exhibits a smooth clean maple note. All ingredients and manufacturing complies with the FDA CFR title 21.

PHYSICAL/CHEMICAL CHARACTERISTICS

Color: Not lighter than light amber or darker than medium amber as represented by color standards (USDA) for U.S. Grade A Maple Syrup

Brix: 72° - 75°

Viscosity: 1670 (ave.) @21° C (Brookfield Viscometer LVF spindle 3 @ 30 rpm)

INGREDIENTS: Corn Syrup, High Fructose Corn Syrup, Water, Artificial Flavor, Salt, Potassium Sorbate (A Preservative), and Caramel Color.

SHELF LIFE: : 2 years stored in a cool dry environment.

NUTRITIONAL FACTS:

*footnote servings per container:

1 Gallon: about 63
5 gallon: about 315

Nutrition Facts

Serving Size 1/4 cup (60 ML)
Servings Per Container *see footnote

Amount Per Serving

Calories 230	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 45mg	2%
Total Carbohydrate 57g	19%
Dietary Fiber 0g	0%
Sugars 57g	
Protein 0g	

Vitamin A 0%	•	Vitamin C 0%
Calcium 0%	•	Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

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